

STATE OF INDIANA            )  
                                      ) SS:  
COUNTY OF ALLEN         ) CAUSE NO. 02D01-0408-PL-000346

STATE OF INDIANA,                                 )  
  )  
  ) Plaintiff,  
  )  
  ) v.  
  )  
WINIFRED J. POWELSON, also known as         )  
JANE POWELSON, also known as                 )  
JANE STAUFFER, also known as                 )  
WINNIE MAY,   )  
individually and doing business as,            )  
VICTORIAN MANOR CAVALIERS and                )  
PRIMROSE MANOR CAVALIERS,                    )  
  )  
  ) Defendant.

**PLAINTIFF'S MOTION FOR LEAVE TO FILE AMENDED COMPLAINT**

The Plaintiff, State of Indiana, by Indiana Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, pursuant to Ind. Trial Rule 15(A), petitions the Court for leave to amend its Complaint in this case. In support of its motion, the Plaintiff states:

1. On August 21, 2004, the Plaintiff filed its Verified Complaint for Injunction, Restitution, Costs, and Civil Penalties against the Defendant, Winifred J. Powelson, also known as Jane Powelson, Jane Stauffer, and Winnie May, individually and doing business as Victorian Manor Cavaliers and Primrose Manor Cavaliers, in this case
2. On September 23, 2004, the Defendant filed her Answer to the Plaintiff's Complaint.

3. The Court has not yet scheduled a trial date for this cause, nor has the Court set any deadline within which the parties must amend the pleadings in this cause.

4. Since the filing of its original Complaint, the Plaintiff has received additional consumer complaints against the Defendant alleging acts and violations similar to those forming the basis of the Plaintiff's original Complaint.

5. The Plaintiff wishes to amend its Complaint to include the new claims against the Defendant, and is filing its proposed Amended Complaint with this motion, which is attached as Exhibit "A."

6. In the Amended Complaint, the following substantive changes were among the changes made:

- a. Paragraphs 16 through 19 were added to reflect the allegations related to the Cailteux and Coyne transaction.
- b. Christine Cook was added to Section C, as she was also a consumer in the transaction.
- c. Paragraphs 27 through 30 were added to reflect the allegations related to the Clark-Moon transaction.
- d. Paragraphs 35 through 38 were added to reflect the Bogges transaction.
- e. Paragraphs 39 through 42 were added to reflect the allegations related to the Laver transaction
- f. Paragraphs 43 through 47 were added to reflect the Sautter transaction.
- g. Paragraphs 52 through 56 were added to reflect the Tomshack transaction.
- h. Paragraphs 61 through 64 were added to reflect the Kaiser transaction.
- i. Paragraphs 81 through 84 were added to reflect the Fritz transaction.
- j. Paragraphs 94 through 98 were added to reflect the Corbin transaction.

k. Paragraph 107 and Paragraph f under the prayer for relief was added to allege claims against the Defendant for and to seek an injunction preventing further violations of Ind. Code § 24-5-0.5-3(a)(11).

1. Additionally, as a result of the above, administrative, clerical, and/or grammatical changes were made to the Complaint.

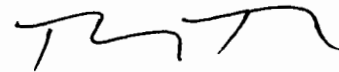
7. Granting the Plaintiff leave to file its Amended Complaint will not prejudice the Defendant, as the amended claims allege acts and violations similar to those previously alleged by the Plaintiff in its original Complaint against the Defendant.

**WHEREFORE**, the Plaintiff moves the Court to amend the Verified Complaint for Injunction, Restitution, Costs, and Civil Penalties filed in this cause by substituting the proposed "Amended Complaint for Injunction, Restitution, Costs, and Civil Penalties" submitted with this Motion, and for all other just and proper relief.

Respectfully submitted,

STEVE CARTER  
Attorney No. 4150-64  
Indiana Attorney General

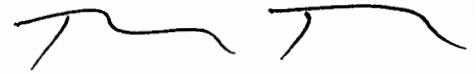
by:



Terry Tolliver  
Deputy Attorney General  
Attorney no. 22556-49

## **CERTIFICATE OF SERVICE**

The undersigned hereby certifies copies of the Plaintiff's Motion for Leave to Amend Complaint were mailed by United States Mail, first class postage prepaid, to the Defendant, Winifred J. Powelson, 302 Summit Street, Monroeville, Indiana, 46773, this 28<sup>th</sup> day of December, 2004.



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Terry Tolliver

Office of Attorney General  
Consumer Protection Division  
302 West Washington St., 5<sup>th</sup> Floor  
Indianapolis, IN 46204  
(317) 233-3300

STATE OF INDIANA ) IN THE ALLEN SUPERIOR COURT  
 ) SS:  
COUNTY OF ALLEN ) CAUSE NO. 02D01-0408-PL-000346

STATE OF INDIANA,

Plaintiff,

v.

WINIFRED J. POWELSON, also known as  
JANE POWELSON, also known as  
JANE STAUFFER, also known as  
WINNIE MAY,  
individually and doing business as,  
VICTORIAN MANOR CAVALIERS, and  
PRIMROSE MANOR CAVALIERS,

Defendant.

**AMENDED COMPLAINT FOR INJUNCTION,  
RESTITUTION, COSTS, AND CIVIL PENALTIES**

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, petitions the Court pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*, for injunctive relief, consumer restitution, costs, civil penalties, and other relief.

**PARTIES**

1. The Plaintiff, State of Indiana is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code § 24-5-0.5-4(c).
2. The Defendant, Winifred J. Powelson, also known as Jane Powelson, Jane Stauffer, and Winnie May, individually and doing business as Victorian Manor Cavaliers and Primrose Manor Cavaliers, is an individual regularly engaged in the sale of Cavalier King Charles Spaniel puppies, with a principal place of business in Allen County, located at 302 Summit Street, Monroeville, Indiana. The Defendant has also used the following



names when registering dogs with the American Kennel Club: Winifred J. May, Donald Powelson, W. Jane Powelson, Isabelle Sierra, John Sierra, and Margie K. Sierra.

### **FACTS**

3. At least since September 28, 2002, the Defendant has offered Cavalier King Charles Spaniel puppies for sale to consumers.

#### **Background regarding the American Kennel Club and AKC Registration.**

4. The American Kennel Club ("AKC") is a not-for-profit organization established in 1884 and maintains a purebred dog registry.

5. When a litter of puppies is born, the breeder may apply to the AKC for registration. A litter is eligible for AKC-registration if the litter is the result of a mating between an AKC-registered Sire (male) and an AKC-registered Dam (female) of the same breed and it is whelped (born) in the U.S.A., its possessions, or territories.

6. To register a litter, the litter owner must complete an AKC Litter Application. The application requires basic information such as the date of birth, number of males and females born, and the registered names and numbers of the Sire and Dam. The application must be signed by all of the owners and co-owners of the dam and by an owner of the sire.

7. The AKC recommends the buyer of an AKC-registrable dog obtain the dog's AKC papers from the seller at the same time the dog is purchased. Specifically, the AKC warns, "... If sufficient information to identify the dog in AKC records is not forthcoming, the buyer should seriously consider not purchasing the dog."

8. Registration of a puppy allows the owner to receive several benefits, including:

- a. Free pet healthcare insurance for the first sixty (60) days covering injuries, illnesses, prescribed medications, diagnostic procedures and laboratory tests;
- b. A registration certificate that is essentially a certificate of the dog's identity, providing recognition and official documentation of the dog's place in breed history. When a dog is registered, the owner may choose a unique name for the dog that may never be repeated. And the owner can request a pedigree that traces its parentage back three or four generations; and
- c. The dog is eligible to participate in AKC-sponsored events, including dog shows.

9. As of September 15, 2003, the Defendant has been on referral status with the AKC and is ineligible to register litters and/or puppies until she complies with AKC rules and submits to an inspection of her records, dogs, and kennels by the AKC.

**A. Allegations Related to the Lee Ann Baughman Transaction.**

10. On or about September 28, 2002, the Defendant entered into a contract with Leigh Ann Baughman ("Baughman") of San Francisco, California, wherein the Defendant represented she would sell a male Cavalier King Charles Spaniel Blenheim colored puppy to Baughman for Nine Hundred and Twenty-Four Dollars (\$924.00), which Baughman paid.

11. At the time of the sale, the Defendant represented the puppy would be delivered by October 4, 2002.

12. On or about October 9, 2002, the Defendant stated to Baughman that the puppy would be delivered on October 11, 2002.

13. On or about October 11, 2002, Baughman asked for a refund and the Defendant represented a refund would be forthcoming.

14. In addition to the specific representations above, pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale she would ship the puppy to Baughman and/or issue the refund to Baughman within a reasonable period of time.

15. The Defendant has yet to either provide a refund, or ship the puppy to Baughman.

**B. Allegations Related to the Shawn Cailteux and Jody Coyne Transaction.**

16. On or about March 1, 2003, the Defendant entered into a contract with Shawn Cailteux and Jody Coyne ("Cailteux and Coyne") of Gurnee, Illinois, wherein the Defendant represented she would sell a tri-colored AKC-registered and Kennel Club of Great Britain-registered Cavalier King Charles Spaniel puppy to Cailteux and Coyne for One Thousand Five Hundred Dollars (\$1,500.00), which Cailteux and Coyne paid.

17. Upon information and belief, the puppy is not AKC registered and the Defendant has not filed a litter application, or any other application, with the American Kennel Club that would allow the puppy to be AKC- registered.



18. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale she would provide the AKC registration papers to Cailteux and Coyne within a reasonable period of time.

19. The Defendant has yet to either provide a refund, or provide the AKC registration papers/documents to Cailteux and Coyne.

**C. Allegations Related to the Christine Cook and Lynn Ward Transaction.**

20. On or about April 13, 2003, the Defendant entered into a contract with Christine Cook and Lynn Ward (“Cook and Ward”) of Mogadore, Ohio, wherein the Defendant represented she would sell a ruby-colored AKC-registered and Kennel Club of Great Britain-registered Cavalier King Charles Spaniel puppy to Cook and Ward for One Thousand Six Hundred Dollars (\$1,600.00), which Cook and Ward paid.

21. Prior to contract formation, the Defendant represented she guarantees “each puppy for one full year against any congenital defects.”

22. The Defendant further represented at contract formation a written health guarantee would be provided.

23. The puppy has had health problems, including a patellar luxation of the left rear leg that required surgery, which is a known congenital health issue of the breed. As a result, Cook and Ward have incurred expenses of approximately Four Thousand Nine Hundred Thirty Dollars and Forty-Two Cents (\$4,930.42), related to the care of the puppy, which have not been reimbursed by the Defendant.

24. Upon information and belief, the puppy is not AKC registered and the Defendant has not filed a litter application, or any other application, with the American Kennel Club that would allow the puppy to be AKC- registered.

25. In addition to the specific representations above, pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale she would provide the AKC registration papers and health guarantee to Cook and Ward within a reasonable period of time.

26. The Defendant has yet to either provide a refund, or provide the AKC registration papers/documents to Cook and Ward.

**D. Allegations Related to the Laurie Clark-Moon Transaction.**

27. On or about April 27, 2003, the Defendant entered into a contract with Laurie Clark-Moon ("Clark-Moon") of Highland, Indiana, wherein the Defendant represented she would sell an AKC-registered Cavalier King Charles Spaniel puppy to Clark-Moon for One Thousand Six Hundred Dollars (\$1,600.00), which Clark-Moon paid.

28. Upon information and belief, the puppy is not AKC registered and the Defendant has not filed a litter application, or any other application, with the American Kennel Club that would allow the puppy to be AKC- registered.

29. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale she would provide the AKC registration papers to Clark-Moon within a reasonable period of time.

30. The Defendant has yet to either provide a refund, or provide the AKC registration papers/documents to Clark-Moon.

**E. Allegations Related to the Jason Wright Transaction.**

31. On or about May 8, 2003, the Defendant entered into a contract with Jason Wright ("Wright") of Cary, Illinois, wherein the Defendant represented she would sell an AKC-registered ruby-colored Cavalier King Charles Spaniel puppy to Wright for One Thousand Five Hundred Dollars (\$1,500.00), which Wright paid.

32. Upon information and belief, the puppy is not AKC registered and the Defendant has not filed a litter application, or any other application, with the American Kennel Club that would allow the puppy to be AKC- registered.

33. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale she would provide the AKC registration papers to Wright within a reasonable period of time.

34. The Defendant has yet to either provide a refund, or provide the AKC registration papers/documents to Wright.

**F. Allegations Related to the Bill Boggess Transaction.**

35. On or about June 14, 2003, the Defendant entered into a contract with Bill Boggess ("Boggess") of Milford, Ohio, wherein the Defendant represented she would sell an AKC-registered Cavalier King Charles Spaniel puppy to Boggess for One Thousand Five Hundred Dollars (\$1,500.00), which Boggess paid.

36. Upon information and belief, the puppy is not AKC registered and the Defendant has not filed a litter application, or any other application, with the American Kennel Club that would allow the puppy to be AKC- registered.

37. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale she would provide the AKC registration papers to Boggess within a reasonable period of time.

38. The Defendant has yet to either provide a refund, or provide the AKC registration papers/documents to Boggess.

**G. Allegations Related to the John and Rebecca Laver Transaction.**

39. On or about August 6, 2003, the Defendant entered into a contract with John and Rebecca Laver (“the Lavers”) of Swanton, Ohio, wherein the Defendant represented she would sell an AKC-registered Cavalier King Charles Spaniel puppy to the Lavers for One Thousand Eight Hundred Dollars (\$1,800.00), which the Lavers paid.

40. Upon information and belief, the puppy is not AKC registered and the Defendant has not filed a litter application, or any other application, with the American Kennel Club that would allow the puppy to be AKC- registered.

41. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale she would provide the AKC registration papers to the Lavers within a reasonable period of time.

42. The Defendant has yet to either provide a refund, or provide the AKC registration papers/documents to Lavers.

**H. Allegations Related to the Robert and Barbara Sautter Transaction.**

43. On or about August 6, 2003, the Defendant entered into a contract with Robert and Barbara Sautter (“the Sautters”) of Swanton, Ohio, wherein the Defendant represented she would sell an AKC-registered Blenheim Cavalier King Charles Spaniel

puppy to the Sautters for One Thousand Eight Hundred Dollars (\$1,800.00), which the Sautters paid.

44. On or about the date of sale, the Defendant represented she would provide the AKC registration papers to the Sautters by providing a document, upon which she wrote "will mail AKC with full reg. A.S.A.P."

45. Upon information and belief, the puppy is not AKC registered and the Defendant has not filed a litter application, or any other application, with the American Kennel Club that would allow the puppy to be AKC- registered.

46. In addition to the specific representation above, pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have further represented at the time of sale she would provide the AKC registration papers to the Sautters within a reasonable period of time.

47. The Defendant has yet to either provide a refund, or provide the AKC registration papers/documents to Sautters.

**I. Allegations Related to the Dawn Bartlett Transaction.**

48. On or about October 17, 2003, the Defendant entered into a contract with Dawn Bartlett ("Bartlett") of Crane, Texas, wherein the Defendant represented she would sell two (2) AKC-registered Cavalier King Charles Spaniel puppies to Bartlett for Five Thousand Dollars (\$5,000.00), which Bartlett paid.

49. Upon information and belief, the puppies are not AKC registered and the Defendant has neither filed a litter application, or any other application, with the American Kennel Club, nor is she eligible to file an application with the American Kennel Club, that would allow the puppies to be AKC-registered.

50. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale she would provide the AKC registration papers to Bartlett within a reasonable period of time.

51. The Defendant has yet to either provide a refund, or provide the AKC registration papers/documents to Bartlett.

**J. Allegations Related to the Christopher Tomshack Transaction.**

52. On or about December 6, 2003, the Defendant entered into a contract with Christopher Tomshack ("Tomshack") of Vermillion, Ohio, wherein the Defendant represented she would sell an AKC-registered tri-colored Cavalier King Charles Spaniel puppy to Tomshack for One Thousand Four Hundred Dollars (\$1,400.00), which Tomshack paid.

53. On or about December 24, 2003, the Defendant provided Tomshack a written guarantee, upon which she wrote, "Buyer shall receive AKC Registrations papers in a timely fashion, or funds shall be returned to the buyer."

54. Upon information and belief, the puppy is not AKC registered and the Defendant has neither filed a litter application, or any other application, with the American Kennel Club, nor is she eligible to file an application with the American Kennel Club, that would allow the puppy to be AKC-registered.

55. In addition to the specific representation above, pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale she would provide the AKC registration papers to Tomshack within a reasonable period of time.

56. The Defendant has yet to either provide a refund, or provide the AKC registration papers/documents to Tomshack.

**K. Allegations Related to the John Cooke Transaction.**

57. On or about December 11, 2003, the Defendant entered into a contract with John Cooke ("Cooke") of Grand Junction, Colorado, wherein the Defendant represented she would sell an AKC-registered Cavalier King Charles Spaniel puppy to Cooke for One Thousand Seven Hundred and Eighty-Eight Dollars (\$1,788.00), which Cooke paid.

58. Upon information and belief, the puppy is not AKC registered and the Defendant has neither filed a litter application, or any other application, with the American Kennel Club, nor is she eligible to file an application with the American Kennel Club, that would allow the puppy to be AKC-registered.

59. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale she would provide the AKC registration papers to Cooke within a reasonable period of time.

60. The Defendant has yet to either provide a refund, or provide the AKC registration papers/documents to Cooke.

**L. Allegations Related to the Peter Kaiser Transaction.**

61. On or about December 12, 2003, the Defendant entered into a contract with Peter Kaiser ("Kaiser") of Columbus, Indiana, wherein the Defendant represented she would sell an AKC-registered tri-colored Cavalier King Charles Spaniel puppy to Cooke for One Thousand Dollars (\$1,000.00), which Kaiser paid.

62. Upon information and belief, the puppy is not AKC registered and the Defendant has neither filed a litter application, or any other application, with the American Kennel Club, nor is she eligible to file an application with the American Kennel Club, that would allow the puppy to be AKC-registered.

63. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale she would provide the AKC registration papers to Cooke within a reasonable period of time.

64. The Defendant has yet to either provide a refund, or provide the AKC registration papers/documents to Cooke.

**M. Allegations Related to the Katie Lawrence Transaction.**

65. On or about December 16, 2003, the Defendant entered into a contract with Katie Lawrence ("Lawrence") of El Monte, California, wherein the Defendant represented she would sell an AKC-registered Cavalier King Charles Spaniel puppy to Lawrence for One Thousand Seven Hundred and Forty-Five Dollars (\$1,745.00), which Lawrence paid.

66. At contract formation, the Defendant represented the puppy had a health guarantee.

67. The puppy had multiple health problems and has since died. Lawrence has incurred expenses of Six Hundred and Thirty-Four Dollars (\$634.00) related to the medical care of the puppy, which have not been reimbursed by the Defendant.



68. Upon information and belief, the puppy is not AKC registered and the Defendant has neither filed a litter application, or any other application, with the American Kennel Club, nor is she eligible to file an application with the American Kennel Club, that would allow the puppy to be AKC-registered.

69. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale she would provide the AKC registration papers and make reimbursements pursuant to the health guarantee to Lawrence within a reasonable period of time.

70. The Defendant has yet to provide a refund, provide the AKC registration papers/documents, or reimburse Lawrence pursuant to the health guarantee.

**N. Allegations Related to the Lewis Appleby Transaction.**

71. On or about December 28, 2003, the Defendant entered into a contract with Lewis Appleby ("Appleby") of Roachdale, New Jersey, wherein the Defendant represented she would sell two (2) AKC-registered Cavalier King Charles Spaniel puppies to Appleby for Three Thousand Five Hundred Dollars (\$3,500.00), which Appleby paid.

72. At the time of contract formation, the Defendant provided Appleby a document upon which she wrote, "A.K.C. papers forwarded with full reg. to owner A.S.A.P."

73. The Defendant further represented at the time of contract formation the money would be refunded to Appleby if the AKC papers were not delivered by April 15<sup>th</sup> [2004].

74. Upon information and belief, the puppies is not AKC registered and the Defendant has neither filed a litter application, or any other application, with the American Kennel Club, nor is she eligible to file an application with the American Kennel Club, that would allow the puppies to be AKC-registered.

75. In addition to the specific representations above, pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale she would provide the AKC registration papers to Appleby within a reasonable period of time.

76. The Defendant has yet to either provide a refund, or provide the AKC registration papers/documents to Appleby.

**O. Allegations Related to the Greg Beattie Transaction.**

77. On or about January 20, 2004, the Defendant entered into a contract with Greg Beattie ("Beattie") of Lafayette, California, wherein the Defendant represented she would sell an AKC-registered Cavalier King Charles Spaniel puppy to Beattie for One Thousand Six Hundred and Forty-Five Dollars (\$1,645.00), which Beattie paid.

78. Upon learning the Defendant was on referral status by the AKC and therefore unable to provide an AKC-registered puppy, as well as learning the AKC had investigated, fined, and suspended for ten (10) years, Beau Stauffer and Stephanie Stauffer, individuals associated with the Defendant's business, Beattie requested a refund.

79. On January 31, 2004, the Defendant issued a partial refund to Beattie in the amount of One Thousand Three Hundred and Forty-Five Dollars (\$1,345.00), but has refused to issue the remaining Three Hundred Dollars (\$300.00).

80. The Defendant has yet to provide a full refund to Beattie.

**P. Allegations Related to the Edward Fritz Transaction.**

81. On or about February 18, 2004, the Defendant entered into a contract with Edward Fritz ("Fritz") of Mesa, Arizona, wherein the Defendant represented she would sell a dual AKC-registered and Kennel Club of Great Britain-registered Cavalier King Charles Spaniel puppy to Fritz for One Thousand Nine Hundred and Forty-Four Dollars (\$1,944.00), which Fritz paid.

82. Upon information and belief, the puppy is not AKC registered and the Defendant has neither filed a litter application, or any other application, with the American Kennel Club, nor is she eligible to file an application with the American Kennel Club, that would allow the puppy to be AKC-registered.

83. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale she would provide the AKC registration papers to Fritz within a reasonable period of time.

84. The Defendant has yet to either provide a refund, or provide the AKC registration papers/documents to Fritz.

**Q. Allegations Related to the Helen Ferrier Transaction.**

85. On or about February 26, 2004, the Defendant entered into a contract with Helen Ferrier ("Ferrier") of Tamms, Illinois, wherein the Defendant represented she would sell an AKC-registered Cavalier King Charles Spaniel puppy to Ferrier for One Thousand Eight Hundred Dollars (\$1,800.00), which Ferrier paid.

86. At the time of contract formation, the Defendant represented to Ferrier the AKC registration papers would be provided within three (3) weeks.

87. Upon information and belief, the puppy is not AKC registered and the Defendant has neither filed a litter application, or any other application, with the American Kennel Club, nor is she eligible to file an application with the American Kennel Club, that would allow the puppy to be AKC-registered.

88. In addition to the specific representations above, pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale she would provide the AKC registration papers to Ferrier within a reasonable period of time.

89. The Defendant has yet to either provide a refund, or provide the AKC registration papers/documents to Ferrier.

**R. Allegations Related to the Beverly Voss Transaction.**

90. On or about March 3, 2004, the Defendant entered into a contract with Beverly Voss ("Voss") of Sarasota, Florida, wherein the Defendant represented she would sell an AKC-registered Cavalier King Charles Spaniel puppy to Voss for One Thousand Nine Hundred and Twenty-Five Dollars (\$1,925.00), which Voss paid.

91. Upon information and belief, the puppy is not AKC registered and the Defendant has neither filed a litter application, or any other application, with the American Kennel Club, nor is she eligible to file an application with the American Kennel Club, that would allow the puppy to be AKC-registered.

92. In addition to the specific representations above, pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale she would provide the AKC registration papers to Voss within a reasonable period of time.

93. The Defendant has yet to either provide a refund, or provide the AKC registration papers/documents to Voss.

**S. Allegations Related to the Beverly Jane Corbin Transaction.**

94. On or about May 28 2004, the Defendant entered into a contract with Beverly Jane Corbin ("Corbin") of Connersville, Indiana, wherein the Defendant represented she would sell an AKC-registered Yorkie puppy to Corbin for Nine Hundred Dollars (\$900.00), which Corbin paid.

95. On or about October 8, 2004, the Defendant mailed Irish Kennel Club Registration Papers to Corbin, but has yet to send the AKC Registration Papers to Corbin, as originally represented.

96. Upon information and belief, the puppy is not AKC registered and the Defendant has neither filed a litter application, or any other application, with the American Kennel Club, nor is she eligible to file an application with the American Kennel Club, that would allow the puppy to be AKC-registered.

97. In addition to the specific representations above, pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale she would provide the AKC registration papers to Corbin within a reasonable period of time.

98. The Defendant has yet to either provide a refund, or provide the AKC registration papers/documents to Corbin.

**COUNT I - VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT**

99. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 98 above.

100. The transactions referred to in paragraphs 10, 16, 20, 27, 31, 35, 39, 43, 48, 52, 57, 61, 65, 71, 77, 81, 85, 90, and 94 are "consumer transactions" as defined by Ind. Code § 24-5-0.5-2(a)(1).

101. The Defendant is a “supplier” as defined by Ind. Code § 24-5-0.5-2(a)(3).

102. The Defendant’s representations to consumers that she would sell consumers AKC registered puppies, when the Defendant knew or reasonably should have known that she could not sell AKC puppies, as referenced in paragraphs 10, 16, 20, 27, 31, 35, 39, 43, 48, 52, 57, 61, 65, 71, 77, 81, 85, 90, and 94, are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(1).

103. The Defendant’s representations to consumers that the puppies she offered for sale were AKC-registered, when the Defendant knew or reasonably should have known that the puppies were not/could not be registered with the AKC, as referenced in paragraphs 16, 20, 27, 31, 35, 39, 43, 44, 48, 52, 53, 57, 61, 65, 71, 72, 73, 77, 81, 85, 86, 90, and 94, are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(2).

104. The Defendant’s representations to consumers that the puppies were registered with the AKC, when the Defendant knew or reasonably should have known that the puppies were not AKC-registered puppies, as referenced in paragraphs 16, 20, 27, 31, 35, 39, 43, 44, 48, 52, 53, 57, 61, 65, 71, 72, 73, 77, 81, 85, 86, 90, and 94, are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(7).

105. The Defendant’s representations to consumers that the sales involved warranties, refunds, or other rights, remedies, or obligations, when the Defendant knew or reasonably should have known that the representations were false, as referenced in paragraphs 13, 21, 22, 53, 66, 73, and 79, are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(8).

106. The Defendant's representations to consumers that the Defendant would deliver the items, or otherwise complete the subject matter of the consumer transaction within a reasonable period of time, when the Defendant knew or reasonably should have known that she would not, as referenced in paragraphs 11, 12, 14, 18, 22, 25, 29, 33, 37, 41, 44, 46, 50, 53, 55, 59, 63, 69, 72, 73, 75, 83, 86, 88, 92, and 97, are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(10).

107. The Defendant's representations to consumers that the consumers would be able to purchase the puppies as advertised by the Defendant, when she did not intend to sell the puppies as such, as referenced in paragraphs 10, 16, 20, 27, 31, 35, 39, 43, 48, 52, 57, 61, 65, 71, 77, 81, 85, 90, and 94, are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(11).

**COUNT II- KNOWING AND INTENTIONAL VIOLATIONS OF  
THE DECEPTIVE CONSUMER SALES ACT**

108. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1-107 above.

109. The misrepresentations and deceptive acts set forth in paragraphs 10, 11, 12, 13, 14, 16, 18, 20, 21, 22, 25, 27, 29, 31, 33, 35, 37, 39, 41, 43, 44, 46, 48, 50, 52, 53, 55, 57, 59, 61, 63, 65, 66, 69, 71, 72, 73, 75, 77, 81, 83, 85, 86, 88, 90, 92, 94, and 97, were committed by the Defendant with knowledge and intent to deceive.

**RELIEF**

WHEREFORE, the Plaintiff, State of Indiana, requests the Court enter judgment against the Defendant, Winifred J. Powelson, also known as Jane Powelson, Jane Stauffer, and Winnie May, for a permanent injunction pursuant to Ind. Code § 24-5-0.5-4(c)(1), enjoining the Defendant from the following:

- a. representing expressly or by implication the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendant knows or reasonably should know it does not have;
- b. representing expressly or by implication the subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not, and the Defendant knows or reasonably should know that it is not;
- c. representing expressly or by implication the Defendant has sponsorship, approval, or affiliation in a consumer transaction that the Defendant does not have, and which the Defendant knows or reasonably should know that the Defendant does not have, including but not limited to representing that the puppies are AKC-registered;
- d. representing expressly or by implication the consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and the Defendant knows or reasonably should know that the representation is false, including but not limited to representations regarding refunds or that the puppies come with health guarantees that either do not exist, or that the Defendant does not intend to honor;
- e. representing expressly or by implication the Defendant is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendant knows or reasonably should know that she cannot, including but not limited to representations regarding the delivery of puppies, health guarantees, and/or AKC registration papers; and



f. representing expressly or by implication the consumer will be able to purchase the subject of a consumer transaction as advertised by the Defendant, when the Defendant does not intend to sell it as such.

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against the Defendant, Winifred J. Powelson, also known as Jane Powelson, Jane Stauffer, and Winnie May, for the following relief:

a. cancellation of the Defendant's unlawful contracts with all consumers, including but not limited to the persons identified in paragraphs 10, 16, 20, 27, 31, 35, 39, 43, 48, 52, 57, 61, 65, 71, 77, 81, 85, 90, and 94, pursuant to Ind. Code § 24-5-0.5-4(d);

b. consumer restitution pursuant to Ind. Code § 24-5-0.5-4(c)(2), for reimbursement of all unlawfully obtained funds remitted by consumers for the purchase of puppies from the Defendant, including but not limited to, the persons identified in paragraphs 10, 16, 20, 27, 31, 35, 39, 43, 48, 52, 57, 61, 65, 71, 77, 81, 85, 90, and 94, in an amount to be determined at trial;

c. costs pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;

d. on Count II of the Plaintiff's complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendant's knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana;

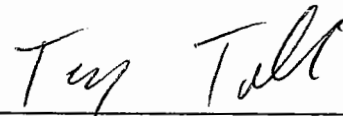
e. on Count II of the Plaintiff's complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendant's intentional violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana; and

f. all other just and proper relief.

Respectfully submitted,

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By:

  
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